

Lake Mills CSD Lake Mills EA

7/1/2005 6/30/2007

NEGOTIATED AGREEMENT

July 1, 2005
to
June 30, 2007

LAKE MILLS COMMUNITY SCHOOL DISTRICT

and

LAKE MILLS EDUCATION ASSOCIATION

For 2005-2006, covers 56.125 FTE teachers.

email address: dsherman@lake-mills.k12.ia.us

"Through our *collective* efforts, we are committed to teaching and learning for all."

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ARTICLE 1. RECOGNITION AND DEFINITIONS

1.1 Unit. The Board hereby recognizes the Lake Mills Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 42) issued by the PERB on the 27th day of June, 1975, as follows:

INCLUDED: Classroom teachers (K-12); special education teachers; librarians (Elementary and Secondary); guidance counselors; school nurse and teacher aides.

EXCLUDED: Administrators; custodial personnel; cafeteria personnel; transportation personnel; study hall monitors and hall monitors; employees excluded by Section 4 of the Act and all other employees.

1.2 Definitions

A. The term "Board" as used in this Agreement shall mean the Board of Education of the Lake Mills Community School District or its duly authorized representative.

B. The term "employee" as used in this Agreement, shall mean all employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

C. The term "Association" as used in this Agreement shall mean the Lake Mills Education Association or its duly authorized representative or agents.

ARTICLE 2. DUES DEDUCTION

2.1 Authorization - Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Appendix A.

2.2 Regular Deduction - Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

2.3 Prorated Deduction - Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through June.

2.4 Duration - Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board Secretary and to the Association's President.

2.5 Termination - Any employee who terminates employment prior to June 1 shall provide verification to the Board's Secretary from the Association's President that dues are paid in full or that satisfactory arrangements have been made therefore.

2.6 Transmission of Dues - The Board's Secretary shall transmit to the Association's Treasurer the total monthly deduction for professional dues within ten (10) school days following each regular pay period, and a listing of the employees for whom deduction was made.

2.7 Hold Harmless - The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deductions.

2.8 Other Payroll Deductions - Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurances, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE 3. GRIEVANCE PROCEDURE

3.1 A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

3.1 B. A "grievant" is the person(s) or the Association making the complaint.

3.2 A. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.

3.2 B. The "Association" may process a group grievance through all steps of the grievance procedure commencing with Step I.

3.3 The failure of a "grievant" to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the "grievant" to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3.4 It is agreed that any investigation or other handling or processing of any grievance by the "grievant" shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the "grievant" or of the teaching staff.

3.5 The "grievant" or employer may have a representative present to represent them at any step of the grievance procedure.

3.6 First Step - An attempt shall be made to resolve any grievance through informal, verbal discussion between complainant and the "grievant's" principal.

3.7 Second Step - If the grievance cannot be resolved informally, the "grievant" shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the appropriate building level principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance. After receipt of the grievance, the principal shall make a decision on the grievance and communicate it in writing to the "grievant" and the Superintendent within ten (10) school days.

3.8 Third Step - In the event a grievance has not been satisfactorily resolved at the second step, the "grievant" shall file, within ten (10) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent or Superintendent's designee shall meet to resolve the grievance. The Superintendent or the designee shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the "grievant", the principal, and the duly authorized representative of the Association.

3.9 Fourth Step - If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and "grievant" to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) school days, the PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expenses for the arbitrator's services shall be borne equally by the School District and the Association. The arbitrator, in his or her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and the arbitrator's decision must be based solely and only upon his or her interpretation of the meaning or application of the express relevant language of the Agreement.

3.10 If the Association or any employee submits any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

3.11 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Said grievance file shall be a secured location in the district office.

ARTICLE 4. SICK LEAVE

4.1 Benefits - All employees covered by the terms of the collective bargaining agreement shall be entitled to fifteen (15) days of sick leave each year. In addition, unused sick leave shall accumulate at the rate of fifteen, (15) days per year with a maximum accumulation of ninety (90) days. In the event of a question concerning whether or not a particular employee was, in fact, sick the employer may require a doctor's certificate certifying that the employee was sick on the date claimed and this certificate shall be furnished at the employee's expense.

Employees covered under the terms of this contract may use up to three (3) of their sick days to care for the illness of an employee's parent, spouse, and/or child. The employer may require a doctor's certificate verifying such illness on the date claimed and this certificate shall be furnished at the employee's expense. The first request must come from one (1) of the employee's personal leave days if the employee has personal leave days remaining.

4.2 Notification to Employer - Reasonable administrative guidelines are necessary and desirable in order to provide for a continuous, uninterrupted educational program.

Therefore, in the event of a foreseeable long-term need for the use of sick leave by the employee, the employee shall notify the building level principal as soon as the employee is aware of the necessity to alter their employment commitment. Such notification shall be in writing, advising of the date the employee expects to commence leave and the date the employee expects to resume full employment commitment.

If differences of opinion exist as to the employee's physical or mental ability to continue or resume the duties of employment, the employer may require a doctor's certificate which certifies that the employee is physically and mentally capable of continuing or resuming the duties of employment. The certificate shall be at the employee's expense.

4.3 Special Circumstances - The employer and employee may agree by mutual consent that in the event of a catastrophic illness the sick leave benefits may be extended by mutual agreement.

4.4 Notification of Accumulation - Upon request, employee shall be furnished an accounting of accumulated sick leave days or the Association through its duly authorized officers may request in writing an accounting of accumulated sick leave days for all members of the Association. This information will be furnished by the employer within two (2) working days after request.

4.5 Definition - A sick leave day shall be divided into two equal parts permitting an employee to take time in half-day increments.

4.6 Job Related Injury - When an employee is injured while on the job and is entitled to and receives workmen's compensation under Iowa law, the employer agrees to pay the difference between the employee's regular rate of pay and what workmen's compensation pays. The amount of payments made by the employer to the employee shall be charged against the accumulated sick leave of the employee. (For example, if workmen's compensation pays 75 percent of the employee's regular rate, the employer will pay the other 25 percent and charge the employee's accumulated sick leave for the payments made until it runs out at which time the employer's obligation ceases).

4.7 A Leave of Absence beyond the time of medical confinement for pregnancy, childbirth, and/or child care may be granted without salary or sick leave for a period not to exceed one year. Administrative guidelines requiring reasonable advance notice of an employee's tentative plans to use extended leave may be developed. Such guidelines shall be legally permissible as allowed under the Family Medical Leave Act, Iowa Code outlined in Board policy.

ARTICLE 5. TEMPORARY LEAVE OF ABSENCE

5.1 Emergency and Personal Leaves - Employees covered by the terms of this Agreement shall be allowed three (3) working days to be used as personal leave of absence. These shall not accumulate.

One (1) of these days may be used for any purpose. The employee shall limit the remaining two (2) days of leave to personal matters, whose primary purpose is non-recreational, that cannot be accomplished during off-school hours. These three days shall not be used during workshop days, and prior to and following holidays and vacation periods. The employee shall notify their principal in writing one week in advance if possible, using the form found in Appendix C. The principal shall approve or not approve the request within three (3) working days after receiving the request. The reason for the request shall remain confidential between the employee and administration. In the event the grievance procedure is initiated, the reason for the request shall remain confidential between those directly involved in the grievance process. The first request for care of an employee's ill parent, spouse, and /or child, will first come from the employee's personal leave days.

5.2 Jury and Legal - Employees who are called for jury service will receive the difference between their pay as jurors and their regular daily rate of pay. An employee called for jury service will notify the employer within twenty-four (24) hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the employer. The employee will report to work within one (1) hour on any day when excused from jury duty during regular working hours unless distance or circumstances require an extension granted by the administration. Jury pay shall be limited to a period not to exceed ten (10) working days per year.

5.3 Bereavement - Up to three (3) days of paid leave shall be granted to an employee in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law or sister-in-law. One (1) day of paid leave will be granted in the event of death of an employee's aunt, uncle, niece or nephew, or first cousin. The administration, at its discretion, may grant additional time if circumstances warrant that additional time should be granted. The administration shall consider the circumstances and determine whether the additional time shall be paid or unpaid leave.

5.4 Other Temporary Leaves of Absence - The Board, upon written request, may grant employees temporary leaves of absence with or without pay. Such recommendation to the Board shall come from the Administration.

5.5 Association Leave - Two (2) delegates shall be granted a leave of absence of two (2) days each with pay to attend the Iowa State Education Association Delegate Assembly.

5.6 Adoption Leave - An employee shall be granted ten (10) paid days for adoption. These days will commence upon arrival of the adopted child. Any additional time will be granted as outlined in the Family and Medical Leave Act as described in Board policy.

5.7 Accumulated Sick Leave - The leaves of absence under this Article shall not be charged against accumulated sick leave of employees.

ARTICLE 6. WORK YEAR

6.1 In-School Work Year

A. Regular Contract - The in-school work year for employees contracted on a one hundred and eighty (180) day basis other than new personnel who may be required to attend an additional one (1) day of orientation shall not exceed one hundred and ninety (190) days.

B. Extended Contract - The in-school work year of employees contracted on a twelve month basis shall not exceed two hundred and fifty (250) days.

C. Definition of In-School Work Year - The in-school work year shall include days when pupils are in attendance, orientation days, six holidays, and any other days on which employee attendance is required.

6.2 Holidays - The regular and extended contract of employees shall include paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day. Extended contract personnel shall have in addition the Fourth of July. No employee shall be required to perform duties on any of the above holidays.

6.3 School Calendar - The Board shall establish the school calendar. The Association has the right to make recommendations to the Board regarding the school calendar.

ARTICLE 7. WORKDAY

7.1 A. Length of the Day - The arrival and departure times for all employees shall be designated in paragraph B below, however, the total in-school workday shall consist of not more than seven (7) hours and thirty (30) minutes.

7.1 B. Arrival and Dismissal Times - Employees generally shall be required to report for duty thirty (30) minutes before the opening of the pupils' school day and generally shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except as hereinafter provided in this Article. On Fridays or days preceding holidays or vacations, the employees' day shall end upon the departure of the buses for regular routes.

7.1 C. Early Dismissals - In the event of early dismissal due to heat, employees under the terms of this contract, at the request of the administration, may be asked to complete the regular contract hours for purposes which serve the K-12 needs of the district. If such early dismissals occur on a day preceding a holiday or vacation, the employees' day shall end upon the departure of the buses for regular routes.

7.2 Teaching Load

A. Elementary Grade Level - The daily teaching load of all elementary teachers shall not exceed an average of five (5) hours and fifteen (15) minutes of pupil contact per day.

B. Middle School - The daily teaching load of all middle school teachers shall not exceed five (5) hours and fifteen (15) minutes of pupil contact per day. Assignment to a supervisory duty shall be considered a teaching period for the purpose of this Article.

C. High School - The daily teaching load of all High School teachers shall not exceed (5) hours and fifteen (15) minutes of pupil contact per day. Assignment to a supervisory duty shall be considered a teaching period for the purpose of this Article.

7.3 Lunch Periods

A. Elementary - Employees shall have a duty-free lunch period of forty-five (45) minutes; provided, however, the teacher will escort his/her assigned class to and from the lunch-room during this period.

B. Middle School - Employees shall have daily uninterrupted duty-free lunch period of at least twenty-five (25) minutes.

C. High School - Employees shall have a daily uninterrupted duty-free lunch period of at least twenty-five (25) minutes.

D. Leaving the Building - Employees may leave the building without requesting permission during their scheduled lunch period provided the employee notifies their principal.

7.4 Meetings

A. Faculty - The employees recognize the right of the Administration to schedule faculty meetings before or after hours without additional compensation. However, the Administration shall limit the number of these meetings to be reasonable as to the number of times and prior notification.

7.5 Preparation Time - All Grade Levels - Classroom employees shall, in addition to their lunch period, have preparation time during which they shall not be assigned to any other duties as follows:

1. Elementary School -- twenty-five (25) minutes avg. daily
2. Middle School -- forty-five (45) minutes daily
3. High School -- forty-five (45) minutes daily

ARTICLE 8. ASSIGNMENT OF EMPLOYEES

8.1 Room Assignments - The Superintendent has the right to make class and/or subject assignments and room assignments for all teachers for the forthcoming year. Any changes will be made available as soon as practical by the Superintendent. The Superintendent will attempt to do this one week before the close of school for the prior year but reserves the right to make changes at any time.

8.2 Additional Assignments - The employer has the right to make extra duty assignments. These extra duty assignments shall be assigned to qualified employees on the basis of seniority and shall be assigned to the most senior qualified employee requesting the extra duty assignments. If no requests are made by a qualified employee, it shall be assigned to the most junior qualified employee. The administration, considering the status of new and probationary teachers, reserves the right to assign vacant extra duty positions starting with the most junior qualified employee, and then moving in reverse order.

ARTICLE 9. LAYOFF PROCEDURE

9.1 Layoffs - When, in the sole, exclusive and final judgment of the Board of Education, decline in enrollment, reduction of program or any other reason requires reduction in staff among teachers, the Administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education program possible, the Administration shall base its decision as to resulting contract renewals on the relative skill, ability and competence of available teachers to do the available work. If a choice must be made between two or more teachers of equal skill, ability and competence to do the available work, contract renewals will be given to the teacher(s) with the greater full-time continuous length of service in the district.

9.2 Violation of Procedure - Any allegation that there has been a violation of this clause shall not be subject to nor processed through the grievance and arbitration procedure provided by this Agreement, but shall instead first be discussed between the teacher and the building level principal, then between the teacher and the Superintendent. Should resolution of the problem not be effected, the allegation shall be submitted for deliberation and advice directly to an ad hoc committee which shall be composed of three persons appointed by the Superintendent, and three persons appointed by the Association. Upon completion of its deliberations, the committee shall report its findings and recommendations to the Board of Education. After the Board of Education makes its decision, the Association may appeal the decision to the grievance procedure commencing at Step 4. It is the intention of the parties that, whenever they deem it to be appropriate, a reasonable effort will be made to select as their respective members of the committee persons who are or have been members of the educational profession. Any expenses incurred by either party in preparing for or in making presentation to the ad hoc committee will be borne by the party incurring such expenses.

9.3 Recall Rights - Any employee laid off shall have recall rights of any position from which he/she is laid off for two years from the effective date of their layoff and shall be recalled to said position in inverse order of the layoff.

9.4 Vacancies - If there are vacancies in other positions, the Administration will give consideration to employees laid off for two years or less who are certified and qualified to fill the vacancy.

9.5 Notification - Administration shall provide written notice to the Association President and to each employee affected by April 30. However, the Board's reason for layoff shall not be subject to the grievance procedure.

9.6 Benefits - Any employee reemployed by exercising recall rights shall be put on a salary schedule at the step above where they were when laid off.

ARTICLE 10. PHYSICAL FITNESS

10.1 Physicals - All employees, including new employees, shall be required to provide evidence of their physical fitness to perform duties assigned and freedom from communicable disease. The Board of Education shall negotiate the cost of the required physical with Mercy Family Clinic, Lake Mills, IA. The employee shall be reimbursed either actual personal expenses or this negotiated cost, whichever is less. Evidence of personal payment is required for reimbursement in the event the clinic/doctor does not directly bill the district. In addition, the Board of Education agrees to pay for the cost of chest x-rays necessitated by the positive reaction to the Mantoux test. Failure to comply with any applicable state law regarding physical fitness shall terminate the contract of the individual employee.

ARTICLE 11. EMPLOYEE EVALUATION

11.1 Notification - Assigned Employees - Within two (2) weeks after the beginning of each school term, the building level principal shall acquaint each employee under his/her supervision with evaluation and/or professional growth procedures.

11.2 Observations and Purpose - All formal observations of an employee shall be conducted with the full knowledge of the employee. The Administration may make unannounced visits at their discretion.

11.3 Required Observations - Probationary Employees - Beginning teachers and/or teachers new to the district shall be formally evaluated at least three times throughout the year during each of the first three years of employment. There shall be at least seven (7) workday periods between each evaluation unless otherwise requested by the employee.

- The Formal Observation Procedure involves required classroom observations.
- A pre-evaluation conference must be held between the building principal and the probationary employee at least one (1) school day prior to the first evaluation so that the evaluator may be apprised of the outcomes, methods, and materials planned for the performance situation to be evaluated, unless otherwise requested by the employee.
- Each formal written evaluation shall be preceded by at least one (1) classroom observation consisting of a completed lesson.
- A copy of each formal written evaluation shall be given to the probationary employee and a conference shall be held between the employee and the building principal within two (2) school days following the classroom observation. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

11.4 Professional Growth - Non-probationary Employees - To meet the intentions of Teacher Quality Legislation (SF476), Career Level teachers who have three or more years experience in the district will participate in a Professional Growth Plan aligned to the Comprehensive School Improvement Plan and the Teacher Quality Standards.

Professional Growth Plan

A Professional Growth Plan focuses on continuing improvement as a teacher and is based on the Comprehensive School Improvement Plan (CSIP) of the district and the Iowa Teaching Standards and Criteria as outlined in **Appendix 'F'**.

- The employee and administration shall mutually agree on the purpose of the Professional Growth Plan prior to implementation.
- The Professional Growth Plan shall include a desired growth outcome, evidence of goal achievement, progress review conference(s), and connections to district wide or building level action plans and/or school improvement goals.
- The employee and administration shall complete a final review session in which results of the Professional Growth Plan are reviewed.

11.5 Summative Evaluation Procedures - The building level principal shall evaluate each employee formally in writing.

11.6 Responses - If the employee feels the formal written evaluation is incomplete, inaccurate, or unjust, written objections may be attached to the evaluation report to be placed in the employee's personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

11.7 Remediation - It shall be the responsibility of the principal to offer constructive suggestions for improvement in the quality of teaching. Such assistance shall be included in the post-evaluation conference. In the event the administrator deems an employee's performance to be unsatisfactory, the administrator will document specific areas of unsatisfactory performance and recommend to the employee his/her participation in the Intensive Assistance Plan (Appendix D1). Documentation of this recommendation is made by the employee's and the administrator's signatures on the Intensive Assistance Statement (Appendix E). Areas of unsatisfactory performance must be documented in writing and communicated to the employee. The Intensive Assistance Plan is designed to provide due process to marginal employees while attempting to assist them in improving performance to acceptable levels. While the intent of the program is positive, reinforcing the philosophy and goals of a learner-centered system, this should not diminish the fact that serious concerns have been identified. If professional performance does not improve, then continued employment in this position is in jeopardy. A certified professional may choose to notify the Lake Mills Education Association to request assistance when notified that his/her employment is in jeopardy. This process does not preclude dismissal for just cause (Code of Iowa, Vol. II, Chapter 279.27, p. 2181, 1993).

11.8 Right to Grieve - All teacher evaluations are to be fair and accurate. Any teacher who has been evaluated, either formally or informally, has the right to grieve any evaluation as unfair, unjust, or inaccurate through the grievance procedure as set forth in this Agreement.

11.9 Professional Culture or Climate Concern - The administration shall have the right to conference with an employee regarding issues which have a negative effect on the professional culture or climate of the district involving said employee. Such conference shall be held with the intent and purpose of employee awareness only and not for documentation to be placed in the employee's personnel file.

11.10 Peer Observer - All employees shall be allowed to have in their presence an observer of their selection at any conference between the employee and the administration which results in documented evaluation of an employee's performance. The employee shall be notified in a timely manner of any conference which is convened with the intent of written documentation so that an observer may be secured.

11.11 Intensive Assistance Plan - In the event that the administrator deems an employee's performance to be unsatisfactory, the administrator will document specific areas of unsatisfactory performance and recommend to the employee his/her participation in the Intensive Assistance Plan (Appendix D2). Documentation of this recommendation is made by the employee's and the administrator's signatures on the Intensive Assistance Statement (Appendix E). Areas of unsatisfactory performance must be documented in writing and communicated to the employee. The Intensive Assistance Plan is designed to provide due process to marginal employees while attempting to assist them in improving performance to acceptable levels. While the intent of the program is positive, reinforcing the philosophy and goals of a learner-centered system, this should not diminish the fact that serious concerns have been identified. If professional performance does not improve, then continued employment in this position is in jeopardy. A certified professional may choose to notify the Lake Mills Education Association to request assistance when notified that his/her employment is in jeopardy. This process does not preclude dismissal for just cause (Code of Iowa, Vol. II, Chapter 279.27, p. 2181, 1993).

All time lines as they pertain to filing a grievance are hereby waived in regards to challenging past evaluations once adverse action is taken by the School District. In the arbitration proceeding, the School District has the absolute burden of proof by a preponderance of the evidence to prove the fairness and accuracy of such past evaluations by the evaluator.

ARTICLE 12. TRANSFER PROCEDURE - VOLUNTARY & INVOLUNTARY

12.1 Definition - The movement of a teacher to a different assignment, grade level, subject area or building shall be considered a transfer. This shall include all employees covered under the terms of this contract.

12.2 Notification of Vacancies

A. Date - The Superintendent will deliver to the Association President a list of vacancies which occur during the school year and for the following school year upon knowledge of the vacancies by the Superintendent.

B. Filing Requests - Teachers desiring a change in grade and/or subject assignment or who desire to transfer to another building may file written statements of such desire with both the Superintendent and building level principal. Such statement shall include the grade and/or subject to which the employee desires to be assigned in order of preference. Such request for transfers and reassignments for the following year shall be submitted not later than April 1 or December 1 for the second semester.

C. Posting - As soon as practical, and no later than May 20, the Superintendent shall deliver to the Association President a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

ARTICLE 13. WAGES AND SALARIES

13.1 Schedule - The salary of each employee covered by the regular salary schedule is set forth in Schedule B, which is attached hereto and made a part thereof.

13.2 Placement of Salary Schedule

A. Adjustment to Salary Schedule - Each employee shall be placed on the proper step of the salary schedule as of the effective date of this Agreement and in accordance with Schedule B.

B. Credit for Experience - Credit up to the eighth (8th) step of any salary level on the employee salary schedule may be given as determined by the Superintendent for previous outside teaching experience. For positions identified by the Department of Education as "areas of high need" or "shortage of qualified applicants", the administration reserves the right to offer up to the twelfth (12th) step on any salary level, dependent on previous successful teaching experience in another school system.

13.3 Advancement on Salary Schedule

A. Increments - Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Lake Mills District for one hundred thirty-five (135) teaching days or more in one school year.

B. Horizontal Movement-Educational Lanes -

1. Teachers with a B.A. or above will move vertically one step and horizontally to the appropriate column based on credits earned. Credits earned are college graduate or undergraduate semester hours, or quarter hour equivalent, earned after degree. For undergraduate credits to qualify for step or lane advancement, prior written approval of the Superintendent is required for each course taken.

2. A teacher will receive an amended contract before school opens in the fall if he/she becomes eligible for a higher training classification. A certified transcript of credits or facsimile thereof must be presented to the Superintendent no later than 30 days after the beginning of each semester and pay adjustments shall be retroactive to the beginning of the same semester.

13.4 Method of Payment

A. Pay Periods - Employees under the terms of this contract shall be paid in twelve (12) equal installments on the 25th of each month. Retiring employees shall be granted the option to be paid in nine (9) equal installments on the 25th of each month, with said employees making that decision by September 15 of the contract year.

B. Exceptions - When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their payment on the last previous working day or earlier. Employees who are new in the teaching profession may, at their option, elect to receive up to 50 percent of the first salary installment after the completion of the first ten (10) workdays of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.

C. Final Pay - All employees shall have the option of receiving all or any part of their earned, contracted salary on the last pay period of the in-school work year, if the teacher is leaving the system or needs money for educational purposes.

D. Summer Checks - Summer payments shall be mailed to the address designated by the employee. If the employee has direct deposit, the deposit confirmation slip will be mailed to the designated address.

13.5 Extra Assignment and Extended Contract Rate - The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. Any employee whose assignment exceeds the regular employee work year will be additionally compensated as follows: Days of service beyond the normal (190 day) work year shall receive 1/190 of their step and lane salary (Schedule B).

13.6 Phase III Payment Method - The rate and method of payment for Phase III activities will be defined in Article 16 of this Agreement.

ARTICLE 14. SUPPLEMENTAL PAY

14.1 Extracurricular Activities

A. Approved Activities - The Board and the Association agree that the extracurricular activities listed in Schedule C are official school-sponsored activities covered by school insurance.

B. Rates of Pay - Employee participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule C.

14.2 Expenses of Traveling Employees - Employees who may be requested to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by board policy. The same allowance shall be given for use of personal cars for field trips or other business of the district with prior approval of the Superintendent. The board shall provide adequate liability insurance protection for employees when their personal automobiles are used as provided in this section. Employees wishing to use their personal automobiles for school-related purposes shall provide proof of insurance to the district office.

ARTICLE 15. INSURANCES

15.1 Types - The Board agrees to provide all employees the following insurance protection:

A. Health and Major Medical - Each employee and their immediate family members shall be covered by a health and major medical program including diagnostic insurance with the Board paying the single rate of \$390.64 per month or the premium, whichever is less. The balance of the premium, if any, is to be paid by the employee. The present insurance carrier is Wellmark (Blue Cross-Blue Shield) Group Plan No. 77515. The Board reserves the right to change the carrier but the benefits available to the employee shall remain comparable. Part-time employees shall be reimbursed at one-half the single rate.

B. School Liability - All employees covered under the school liability now in effect will continue to be covered by the same policy during the period of this Agreement.

15.2 Coverage - The Board provided health insurance program shall be for twelve (12) consecutive months (beginning October 1 and ending September 30 of current contract year). Employees new to the district shall be covered by Board-provided insurances no later than one (1) month after initial employment. When necessary, payment of premiums on behalf of the employee shall be made retroactively to assure uninterrupted participation and coverage. School liability shall become effective the first day of duty.

15.3 Continuation - In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year. Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on non paid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.

15.4 Life Insurance - Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of twenty thousand (\$20,000), double for accidental death, underwritten by a carrier approved by the Board.

15.5 Long Term Disability - Each eligible employee shall be covered by a long term disability insurance program selected and paid for by the Board.

Eligible Employees: Full-time employees working 20 hours or more per week.

Total and proportionate disability waiting period: 3 Months

Maximum Period of Payment:

Age at beginning of disability	Benefit Duration (Following Waiting Period)
Under age 62	To Age 65
Age 62	42 Months
Age 63	36 Months
Age 64	30 Months
Age 65	24 Months
Age 66	21 Months
Age 67	18 Months
Age 68	15 Months
Age 69 and Over	12 Months

Benefits Payable

60% of Covered Monthly Compensation in force on the date disability begins (Maximum Covered Monthly Compensation is \$10,000) but in no event shall the total scheduled income exceed \$6,000 per month less payments from other sources.

ARTICLE 16. PHASE III

16.1 Rate of Pay

A. Employees performing supervisory duties related to approved Phase III projects shall be paid at the rate determined by the Phase III Steering Committee.

B. Employees shall be paid \$187.50 per diem or \$25 per hour for all other work paid per diem or per hour pursuant to the District Phase III plan.

16.2 Method of Pay

The employees shall be paid for Phase III work on the next regular payday the amount earned, as determined by the Phase III Steering Committee, during the said pay period.

ARTICLE 17 - COMPLIANCE CLAUSES AND DURATION

17.1 Separability - If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

17.2 Notices - Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by ordinary mail at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

If by Association, to Board President at Lake Mills Community School, Lake Mills, Iowa 50450.

If by Board, to LMEA President, at Lake Mills Community School, Lake Mills, Iowa 50450.

17.3 Duration Period - The language of this agreement shall be effective as of July 1, 2005 and shall continue for two years until June 30, 2007, unless opened upon the mutual agreement of both parties. When requested by either party, meetings shall be held between representatives of the LMEA and Board to review the budget and other concerns regarding the negotiated agreement.

17.4 Signature Clause - IN WITNESS WHEREOF, the parties hereto have caused this Agreement consisting of Articles I through 18, inclusive, to be signed by their respective President, with their signatures placed thereon, all on the 29th of April 2005.

LAKE MILLS EDUCATION ASSOCIATION

BY Kathleen J. [Signature]
Its President

BY Beth M. [Signature] Hanson
Its Chief Negotiator

LAKE MILLS COMMUNITY SCHOOL

BY Craig [Signature]
Its Board President

BY Daryl [Signature] Sherman
Its Chief Negotiator

Salary Schedule B

BASE =										
\$24735										
STEP	INDEX	BA	INDEX	BA+15	INDEX	BA+30	INDEX	MA	INDEX	MA+15
0	1.00	\$24735.00	1.04	\$25724.40	1.07	\$26466.45	1.10	\$27208.50	1.13	\$27950.55
1	1.04	\$25724.40	1.08	\$26713.80	1.11	\$27455.85	1.14	\$28197.90	1.17	\$28939.95
2	1.09	\$26961.15	1.13	\$27950.55	1.16	\$28692.60	1.19	\$29434.65	1.22	\$30176.70
3	1.14	\$28197.90	1.18	\$29187.30	1.21	\$29929.35	1.24	\$30671.40	1.27	\$31413.45
4	1.19	\$29434.65	1.23	\$30424.05	1.26	\$31166.10	1.29	\$31908.15	1.32	\$32650.20
5	1.24	\$30671.40	1.28	\$31660.80	1.31	\$32402.85	1.34	\$33144.90	1.37	\$33886.95
6	1.28	\$31660.80	1.33	\$32897.55	1.36	\$33639.60	1.39	\$34381.65	1.42	\$35123.70
7	1.32	\$32650.20	1.37	\$33886.95	1.41	\$34876.35	1.44	\$35618.40	1.47	\$36360.45
8	1.36	\$33639.60	1.41	\$34876.35	1.45	\$35865.75	1.49	\$36855.15	1.52	\$37597.20
9	1.40	\$34629.00	1.45	\$35865.75	1.49	\$36855.15	1.53	\$37844.55	1.57	\$38833.95
10	1.44	\$35618.40	1.49	\$36855.15	1.53	\$37844.55	1.57	\$38833.95	1.61	\$39823.35
11	1.48	\$36607.80	1.53	\$37844.55	1.57	\$38833.95	1.61	\$39823.35	1.65	\$40812.75
12	1.51	\$37349.85	1.57	\$38833.95	1.61	\$39823.35	1.65	\$40812.75	1.69	\$41802.15
13			1.60	\$39576.00	1.65	\$40812.75	1.69	\$41802.15	1.73	\$42791.55
14					1.68	\$41554.80	1.73	\$42791.55	1.77	\$43780.95
15							1.76	\$43533.60	1.81	\$44770.35
16									1.84	\$45512.40
Longevity		\$400.00		\$500.00		\$600.00		\$700.00		\$800.00
20 Years	1.54	\$38091.90	1.63	\$40318.05	1.71	\$42296.85	1.79	\$44275.65	1.87	\$46254.45
30 Years	1.57	\$38833.95	1.66	\$41060.10	1.74	\$43038.90	1.82	\$45017.70	1.90	\$46996.50

Salary Schedule C

The contract provides a longevity/experience benefit to teachers who hold extra duty contracts, honoring their commitment and years of in-district experience. If an extra curricular transfer is requested by the administration, years of experience will follow the employee on continuing contract. Shared or split positions will be prorated. Experience includes movement within the same program. (ie. M.S. basketball to Varsity basketball; Boys to Boys/Girls to Girls; H.S. Speech to M.S. Speech)

2005-2006 BASE =	\$24,735				
EXTRA DUTY	PERCENT	AMOUNT	EXTRA DUTY	PERCENT	AMOUNT
	%			%	
Speech Director	12.00%	\$2,968.20	HS Athletic Director	13.00%	\$3,215.55
Speech Assistant	8.00%	\$1,978.80	MS Athletic Director	6.00%	\$1,484.10
Middle School Speech	3.00%	\$742.05	AD's Receive 1 Hour Release Time		
Middle School Speech Assistant	2.00%	\$494.70	Football Head	12.00%	\$2,968.20
Dramatics	4.00%	\$989.40	Football Assistant	8.00%	\$1,978.80
High School Student Council	3.00%	\$742.05	Football Middle School	5.00%	\$1,236.75
Middle School Student Council	2.00%	\$494.70	Basketball Head	12.00%	\$2,968.20
Concessions	7.00%	\$1,731.45	Basketball Assistant	8.00%	\$1,978.80
Curriculum Chairs	NA	\$100.00	Basketball Middle School	5.00%	\$1,236.75
Jr/Sr Class Advisor (2 each)	1.00%	\$247.35	Wrestling Head	12.00%	\$2,968.20
Running Clock or Scorekeeper	NA	\$5.00/Game	Wrestling Assistant	8.00%	\$1,978.80
Ticket Sellers	NA	\$5.00/Game	Wrestling Middle School	5.00%	\$1,236.75
Prom Sponsor	2.00%	\$494.70	Track Head	9.00%	\$2,226.15
Weight Lift Supervisor	5.00%	\$1,236.75	Track Assistant	7.00%	\$1,731.45
			Track Middle School	5.00%	\$1,236.75
			Volleyball Head	12.00%	\$2,968.20
			Volleyball Assistant	8.00%	\$1,978.80
			Volleyball Middle School	5.00%	\$1,236.75
			Golf Head	5.00%	\$1,236.75
			Baseball Head	10.00%	\$2,473.50
			Baseball Assistant	7.00%	\$1,731.45
			Softball Head	10.00%	\$2,473.50
			Softball Assistant	7.00%	\$1,731.45
			Cross Country	5.00%	\$1,236.75
			Cheer Coach* Football/Comp	5.00%	\$1,236.75
			Cheer Coach* Basketball	5.00%	\$1,236.75
			Cheer Coach* Wrestling	5.00%	\$1,236.75
			M.S. Cheerleading	2.00%	\$494.70

* = High School

Salary Schedule D

The following positions are connected to a classroom curricular continuing contract and must be filled by that same staff member. Schedule 'D' salaries will be computed using the same formula as schedule 'C'.

2005-2006 Base	\$24735.00	
EXTRA DUTY	PERCENT %	AMOUNT
Summer Band	0.13	\$3215.55
H.S. Instrumental	0.12	\$2968.20
M.S. Instrumental	0.02	\$494.70
H.S. Vocal	0.07	\$1731.45
Elem. Vocal	0.02	\$494.70
Musical	0.04	\$989.40
Flag and Rifle	0.02	\$494.70
FFA	0.08	\$1978.80
Yearbook	0.04	\$989.40
H.S. Science Club	0.03	\$742.05
M.S. Quest	0.02	\$494.70
FCCLA	0.02	\$494.70

LAKE MILLS COMMUNITY SCHOOL
Appendix A

DUES DEDUCTION AUTHORIZATION FORM

Name: _____: I hereby request and authorize the Board of Education of the Lake Mills Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Lake Mills Education Association (Affiliate of the UniServ Unit, ISEA, NEA).

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by thirty(30) days notice to my employer and to the Lake Mills Education Association.

Date _____

Signature _____

Amount _____

Social Security No. _____

Example Negotiated Agreement

	FY2005	FY2006	CHANGE	INCREASE
Base =	\$24,260	\$24,735	1.96%	\$475
Basic Salary Cost	\$1,702,373	\$1,763,012	3.56%	\$60,639
Longevity/Regular	\$14,300	\$13,200	-7.69%	-\$1,100
Extra-Duty Cost + Longevity	\$110,132	\$113,001	2.61%	\$2,869
Extended Contracts	\$11,147	\$11,586	3.94%	\$439
Salary Subtotal	\$1,727,820	\$1,787,798	3.47%	\$59,978
Total Salary with Extra-Duty	\$1,837,952	\$1,900,799	3.42%	\$62,847
Health Insurance	\$200,996	\$220,913	9.91%	\$19,917
Life Insurance/Long Term Disability	\$8,582	\$8,802	2.56%	\$220
Total Insurance	\$209,578	\$229,715	9.61%	\$20,137
Total w/o IPERS/FICA	\$2,047,530	\$2,130,514	4.05%	\$82,984
FICA (7.65%)	\$140,603	\$145,411	3.42%	\$4,808
IPERS (5.75%)	\$105,682	\$109,296	3.42%	\$3,614
GRAND TOTAL =	\$2,293,815	\$2,385,221	3.98%	\$91,406
Base Index (excludes special services)	70.172	71.276	1.57%	1.104
Extra-Duty Cost	\$110,132	\$113,001	2.61%	\$2,869
Single Health (\$390.64 Contribution)	47.125	47.125	0.00%	0
Life Insurance (\$3.80 per FTE * 12)	\$2,149	\$2,149	0.00%	\$0
Long Term Disability (.35% * salary)	\$6,433	\$6,653	3.42%	\$220
Extra-Duty Constants	\$1,100	\$1,100	0.00%	\$0
Extra-Duty Index/FTE	4.38	4.39	0.23%	0.01
Extra Duty w/out Longevity	\$106,259	\$108,587	2.19%	\$2,328
Extra Duty Longevity	\$2,773	\$3,314	19.51%	\$541
Total EMPLOYEE FTE (excludes special services)	47.125	47.125	1.86%	0.875

Appendix C

Request for Personal Leave

Name _____ Date(s) of Leave: _____

_____ I am requesting a day of personal leave, for which I need give no reason.

_____ I am requesting personal leave for the following reason(s). I understand that the reason shall remain confidential between the administration and myself, unless denied, in which case the reason may be made known to others directly involved in the grievance process.

_____ Family illness (See Articles 4.1 and 5.1)

_____ Family matter which is non-recreational

_____ Legal matter

_____ Financial matter

_____ Work-related

_____ I have have checked the school calendar to make sure my request is not during workshop days, and prior to and following holidays and vacation periods as outlined in Article 5.1, unless meeting the Family Illness provisions of Article 4.1.

Teacher's Signature _____ Date: _____

_____ Approved

_____ Not approved for the following reason: _____

Principal's Signature: _____ Date: _____

Appendix D1

PROBATIONARY EMPLOYEE JOB PERFORMANCE AND EXPECTATIONS SUMMARY

_____ has participated in classroom observations (both formal and informal) and has participated in communication conferences with the building administrator.

Performance is rated as:

_____ Acceptable _____ Not acceptable and will participate in an Intensive
Assistance Plan

Employee Signature

Administrator Signature

Date

Date

CONTINUING CONTRACT EMPLOYEE JOB PERFORMANCE AND EXPECTATIONS SUMMARY

_____ has participated in the development and implementation of a Professional Growth Plan and has participated in communication conferences with the building administrator.

Performance is rated as:

_____ Acceptable _____ Not acceptable and will participate in an Intensive Assistance Plan

Employee Signature

Administrator Signature

Date

Date

Appendix E

INTENSIVE ASSISTANCE STATEMENT

The concept of Intensive Assistance has been explained to me by my building administrator. I am electing to participate in the option indicated below (initial one of the following statements):

A. I am aware of the performance deficiencies listed below which have caused my tenure with Lake Mills Community School to be in jeopardy. I **DO** wish to receive help from L.M.C.S. in the form of an Intensive Assistance Team. I am aware that, unless my performance meets L.M.C.S. standards in these areas during the next nine contract months, my contract with Lake Mills Community School may not be renewed.

B. I am aware of the performance deficiencies listed below which have caused my tenure with Lake Mills Community School to be in jeopardy. I will assume responsibility for growth in these areas and **DO NOT** wish to receive help from L.M.C.S. in the form of an Intensive Assistance Team. I am aware that, unless my performance meets L.M.C.S. standards in these areas during the next nine contract months, my contract with Lake Mills Community School may not be renewed.

Performance Deficiency Area(s):

Employee Signature

Date

Administrator Signature

Date

**IOWA TEACHING STANDARDS and CRITERIA from Teacher Compensation Legislation,
Senate File 476**

Standard 1

Demonstrates ability to enhance academic performance and support for and implementation of the school district's achievement goals.

Criteria

The teacher:

- a. Provides evidence of student learning to students, families, and staff.
- b. Implements strategies supporting student, building level, and district goals.
- c. Uses student performance data as a guide for decision making.
- d. Accepts and demonstrates responsibility for creating classroom culture and climate that supports the learning of all students.
- e. Creates an environment of mutual respect, rapport, and fairness.
- f. Participates in and contributes to a school culture and climate that focuses on improved student learning.
- g. Communicates with students, families, colleagues, and communities effectively and accurately.

Standard 2

Demonstrates competence in content knowledge appropriate to the teaching position.

Criteria

The teacher:

- a. Understands and uses key concepts, underlying themes, relationships, and different perspectives related to the content area.
- b. Uses knowledge of student development to make learning experiences in the content area meaningful and accessible for every student.
- c. Relates ideas and information within and across content areas.
- d. Understands and uses instructional strategies that are appropriate to the content area.

Standard 3

Demonstrates competence in planning and preparing for instruction.

Criteria

The teacher:

- a. Utilizes student achievement data, local standards, and the district curriculum in planning for instruction.
- b. Sets and communicates high expectations for social, behavioral, and academic success of all students.
- c. Utilizes student development needs, background, and interests in planning for instruction.
- d. Selects strategies to engage all learners in meaningful tasks, activities, and assessments.
- e. Uses available resources, including technologies, in the development and sequencing of instruction.

Standard 4

Uses strategies to deliver instruction that meets the multiple learning needs of students.

Criteria

The teacher:

- a. Aligns classroom instruction with local standards and district curriculum.
- b. Uses research-based instructional strategies that address the full range of cognitive levels.
- c. Demonstrates flexibility and responsiveness in adjusting instruction to meet student needs.
- d. Engages students in varied experiences that meet diverse needs and promote social, emotional, and academic growth.
- e. Connects students' prior knowledge, life experiences, and interests in the instructional process.
- f. Uses available resources, including technologies, in the delivery of instruction.

Standard 5

Uses a variety of methods to monitor student learning.

Criteria

The teacher:

- a. Aligns classroom assessment with instruction.
- b. Communicates assessment criteria and standards to all students and parents.
- c. Understands and uses the results of multiple assessments to guide planning and instruction.
- d. Guides students in goal setting and assessing their own learning.
- e. Provides substantive, timely, and constructive feedback to students and parents.
- f. Works with other staff and building and district leadership in analysis of student progress.

Standard 6

Demonstrates competence in classroom management.

Criteria

The teacher:

- a. Creates a learning community that encourages positive social interaction, active engagement, and self-regulation for every student.
- b. Establishes, communicates, models, and maintains standards of responsible student behavior.
- c. Develops and implements classroom procedures and routines that support high expectations for learning.
- d. Uses instructional time effectively to maximize student achievement.
- e. Creates a safe and purposeful learning environment.

Standard 7

Engages in professional growth.

Criteria

The teacher:

- a. Demonstrates habits and skills of continuous inquiry and learning.
- b. Works collaboratively to improve professional practice and student learning.
- c. Applies research, knowledge, and skills from professional development opportunities to improve practice.
- d. Establishes and implements professional development plans based upon the teacher needs aligned to the Iowa Teaching Standards and district/building student achievement goals.

Standard 8

Fulfills professional responsibilities established by the school district.

Criteria

The teacher:

- a. Adheres to board policies, district procedures, and contractual obligations.
- b. Demonstrates professional and ethical conduct as defined by state law and individual district policy.
- c. Contributes to efforts to achieve district and building goals.
- d. Fosters an appreciation and respect for diversity.
- e. Communicates effectively and accurately.
- f. Collaborates with students, families, colleagues, and communities to enhance student learning.